SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

BEDFORD ENTERPRISES, INC., HUGH BEDFORD, STEVE MALFO, GREG SHIPLEY, individually and dba, MARKET TARGET RESEARCH, and INTEGRATED WASTE SYSTEMS, INC., Plaintiffs, vs. KIM E. ASLANDIS, ANNA ASLANDIS, ASLANDIS CORPORATION, K.I.E.S.A. Corporation, RALCCO RESOURCES, INC., and Does 1 through 100, inclusive Defendants.	Case No.: CV 040034 PROPOSED STATEMENT OF DECISION
ASLANDIS CORPORATION, K.I.E.S.A. INCORPORATED and KIM ASLANIDIS, Cross-Complainants v. GREG SHIPLEY, Individually and dba, MARKET TARGET RESEARCH, HUGH BEDFORD, STEVE MALFO, and ROES 1 – 100, Inclusive, Cross-Defendants.	

I. INTRODUCTION

This case involves the sale of a small garbage, recycling, and green waste collection business, commonly known as RALCCO, to several investors who were planning to resell the business to a multi-national corporation shortly after acquiring the assets. Although their resale plans fell through, the buyer-plaintiffs went forward with their purchase.

For reasons that were disputed at trial, plaintiffs were unable to develop or maintain profitability. Plaintiffs blame their lack of success on the seller-defendants, particularly the sellers' failure to disclose important facts about certain assets and liabilities. Defendants claim that the plaintiffs went forward with their purchase with their eyes wide open, and that the business failed only because plaintiffs were inept.

The trial took place over a period of 13 days during which fourteen witnesses' testified and over 600 exhibits were introduced into evidence. Following trial, the parties engaged in significant post-trial briefing with respect to evidentiary issues as well as the merits of the case. The Court has considered all of the documentary and testimonial evidence and its Proposed Statement of Decision now follows.

II. STATEMENT OF FACTS AND PROCEDURAL HISTORY

In April 1999, plaintiffs Greg Shipley, Hugh Bedford, and Steve Malfo, on behalf of Market Target Research, signed an agreement to buy the assets of Aslanidis Corporation, doing business as RALCCO, and KIESA, Inc. By all accounts, plaintiff Shipley was the lead negotiator in the purchase of the RALCCO operations, while Malfo and Bedford had little involvement. Representing the sellers was Kim Aslanidis, the widow of Steve Aslanidis, who had previously run the RALCCO garbage and recycling operations but had died suddenly in 1997.

Shipley's plan was to purchase the assets of Aslanidis Corporation for $1,250,000 and then immediately resell the business for $4,250,000 to Browning-Ferris Industries, Inc. ("BFI"), a large multinational corporation involved in multiple solid waste transportation and disposal activities. *See* Exhibit 10. To complete their

purchase, Shipley drafted a 44-page Asset Purchase Agreement ("APA") using a template he had received from another garbage company transaction (presumably BFI). Neither Shipley nor Aslanidis was represented by counsel during the negotiations, and the terms of the contract reflect the absence of counsel in the drafting process.[1]

The APA originally called for a price of $1,250,000, but that price was eventually negotiated down by Shipley to $750,000 as a consequence of multiple, significant operational problems that were uncovered during the pendency of the sale. For example, it was discovered that Aslanidis Corporation had lost several major leases, affiliations, and contracts with several cities and towns. Other leases were said to be in jeopardy, and revenues for important customers could not be verified. Exhibit 2.1, page 47.

The buyers agreed to pay for the business by assuming approximately $250,000 in existing liabilities of the buyer, and by executing two notes having a face amount of $178,720 (for the Recycling Operation, Exhibit 3) and $309,934 (for the Hauling Operation, Exhibit 4). These notes were executed only by Greg Shipley "individually and on behalf of Market Target Research." Both notes had an interest rate of 7% with stated installment payments commencing May 1, 1999.

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[1] Shipley himself remarked that "the whole thing was convoluted," an observation amply supported by multiple provisions of the APA. For example, some of the written provisions are in direct conflict with one another, while others obviously do not apply to the transaction, and still others are hopelessly ambiguous. The agreement is dated "as of December 23, 1998," but its actual date of execution is not stated. In paragraph 2.4, the closing date is scheduled to be 10 a.m. on March 5, 1998, which is necessarily erroneous since the document was not drafted until December of that year. The actual closing date is never identified, although both parties appear to use the closing date of April 19, 1999, when the parties signed Exhibit 2.1. The agreement is executed by Shipley, Malvo and Bedford on behalf of Market Target Research as "*seller*." The acceptance of agreement provision on the signature page is left blank. Still other contract provisions are either blank (e.g., ¶7.2.2: opinions of counsel; ¶7.2.5: resignations of officers and directors), or obviously erroneous (e.g., ¶ 2. 3.1 (b) "any liabilities in respect of the Widget Facility; ¶ 10.14 consent to state or federal court jurisdiction within New York). Payment provisions are contradictory. Paragraph 2.2 states that the buyer will pay 90% of the purchase price immediately, with a balance to be paid within one year from the closing date, whereas the actual payment provisions discuss notes and different payment arrangements on Exhibit 2.1.

After the closing, plaintiffs operated the recycling and hauling business for several years. The important public entity contracts were lost, and the profitability of the business declined. Apparently believing that defendants were in breach of the APA, and that the buyers had been defrauded, Plaintiffs made only sporadic payments on the purchase notes, and then altogether ceased payments during 2001.

In 2004, plaintiffs filed suit, alleging causes of action for breach of written contract, intentional misrepresentation and concealment, breach of the covenant of good faith and fair dealing, concealment, libel and defamation, and slander of title to personal property. Plaintiffs assert that they had discovered numerous problems with the assets, including ongoing environmental investigations, the existence of an environmental cleanup order, illegally buried recyclable materials, falsified financial documents, defective equipment, non-delivered, missing, destroyed, and stolen equipment, embezzlement, and falsified tax returns.

The key allegations center upon the defendants' alleged failure to "deliver" the public entity contracts to defendants pursuant to the APA, and also upon their alleged failure to disclosure important environmental problems that had an adverse impact on RALCCO's profitability. Plaintiffs also claim that certain equipment was never delivered to them, that they were forced to pay for presale debts, presale income taxes, and that they incurred environmental liabilities and fines as a result of the defendant's actions.

Defendants' cross-complaint alleges that plaintiffs breached the contract by not paying the two notes that secured plaintiffs' performance under the APA.

III. DISCUSSION

A. PLAINTIFFS' CLAIMS ARE BARRED BY THE APPLICABLE STATUTES OF LIMITATION

A statute of limitations begins to run when a plaintiff suspects, or should suspect, that injury was caused by wrongdoing. *Jolly v. Eli Lilly & Co*. (1988) 44 Cal.3d 1103, 1110; *Norgart v. Upjohn Co*. (1999) 21 Cal.4th 383, 397-398. This rule sets forth two

alternative tests for triggering the limitations period: 1) a subjective test requiring actual suspicion by the plaintiff that the injury was caused by wrongdoing; or, 2) an objective test requiring a showing that a reasonable person would have suspected the injury was caused by wrongdoing. *Jolly v. Eli Lilly & Co.*, supra, 44 Cal.3d at p. 1110. The first of these to occur commences the limitations period. *Kitzig v. Nordquist* (2000) 81 Cal.App.4th 1384, 1391.

The evidence at trial convinces the Court that plaintiffs were aware, or should have suspected, that they had been injured in June 1999, yet they did not file their lawsuit until January 14, 2004. The statute of limitations issue is underscored by plaintiffs' trial brief, which concedes that "[a]fter assuming control of the RALCCO assets, plaintiffs started learning . . . [that] RALCCO was in debt . . . [that] RALCCO had a poor standing in the community (which was worsening). . . [that real estate important to RALCCO operations] was under heavy scrutiny due to multiple environmental violations and investigations and much of the essential equipment was either in a state of disrepair or was not delivered." Plaintiffs' Closing Brief at 2. Moreover, under questioning by the Court, Shipley testified to his belief that Kim Aslanadis had abandoned the business "right after the June 6th, 1999 fire."

By the end of June 1999, plaintiffs either were actually aware of, or by reasonable standards should have been aware of, the problems they claim had been concealed from them, as well as alleged breaches of the APA. Under both the subjective and objective tests, plaintiffs are barred from bringing all of their claims. The contract claims are barred under the four year statute of limitations applicable to contracts, and the fraud claims are barred by the three year statute of limitations applicable to plaintiffs' fraud and negligence causes of action.

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B. PLAINTIFFS DID NOT PROVE THAT DEFENDANTS BREACHED THE APA OR DEFRAUDED THEM

The gist of plaintiffs' case is that defendants breached the APA and defrauded plaintiffs by failing to disclose important facts about the business being sold to them. Although the Court will specifically discuss certain specific factual and legal issues in more detail, the bottom line is that plaintiffs did not prove any of their claims by a preponderance of the evidence.

The following facts were established by the evidence:

> Plaintiffs intended to acquire the assets of Aslanidis and KIESA and then "flip" these assets by immediately reselling them to BFI. Defendants were unaware of the plaintiffs' intentions.
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> Plaintiff Shipley represented himself as an expert in the purchase and valuation of businesses. He performed more than six months of due diligence, during which time he had access to the defendants' businesses and their records. He also relied on the due diligence concurrently performed by BFI. Based on all of this research, plaintiffs either were aware of, or should have been aware of, RALCCO's true financial position, its standing in the community, and any important environmental problems that were being investigated by state and local authorities. Indeed, it was based upon just such information that plaintiffs renegotiated a significantly reduced purchase price of $750,000.00, down from the $1,500,000.00 that they had originally offered to defendants.
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> When the resale to BFI fell through, plaintiffs were left with a choice of either backing out of the deal or going forward and attempting to run a business with the RALCCO assets. Plaintiffs chose to operate the recycling and hauling business, using the defendants' assets, for several years. After a period of years, due to a combination of inexperience, or a lack of sufficient interest in operating the business, the important public entity contracts were lost, and the profitability of the business declined even more.

With the exception of a few payments in 2001, plaintiffs made no payments under the contract or promissory notes.

Under basic contract principles, when one party to a contract feels that the other contracting party has breached the agreement, the non-breaching party may either stop performance and assume the contract is avoided, or continue performance and sue for damages. Under no circumstances, however may the non-breaching party stop performance and continue to take advantage of the contracts benefits. *Jay Bharat Developers, Inc. v. Minidis* (2008) 167 Cal.App.4th 437, 84 Cal.Rptr.3d 267, 272; *S & R Corp. v. Jiffy Lube Intern., Inc.* (3d Cir.1992) 968 F.2d 371, 376; *Jozovich v. Central Cal. Berry Growers Ass'n* (1960) 183 Cal.App.2d 216, 228-229.

What happened here is that plaintiffs purchased the business, took out a loan to purchase it in the amount of $488,000, and operated the business for a period of years without making any substantial payments on the notes because they believed that defendants were in breach. That was the fundamentally wrong approach under the law, and it puts defendants in breach of contract.

1. PLAINTIFFS DID NOT PROVE THEIR CLAIMS REGARDING THE PUBLIC ENTITY CONTRACTS

By his own testimony Shipley considers himself to be an experienced business person who is often paid by third parties to perform due diligence investigations of large and complex businesses prior to mergers and acquisitions. Prior to executing the APA, Shipley admittedly performed an extensive analysis of the contracts (See Ex. 205a), each of which contains a provision stating that the contract is non-transferrable or requires consent of the public entity prior to any transfer of the contract. (Exs. 313, 597, 599, 600)

The APA itself contains language, inserted shortly before the closing and at the behest of Shipley, stating that "[t]he Cambria contract is non-assignable, jeopardizing another $75,000 plus of curbside and green waste revenue," and, again, that "[t]he Arroyo Grande curbside contract is non-transferable." Exhibit 2.1, page 47. Faced at the

time of closing with obvious issues regarding transferability, plaintiffs should have (at a minimum) put the brakes on the transaction to make sure that the *other public entity contracts* were not subject to the same problems. They did not do so. In short, by the time of the closing, Shipley was either actually aware, or should have been aware, that the public entity contracts were non-transferable by their terms and that Defendants could not transfer them.

The evidence also establishes that Plaintiffs took control of all the public entity contracts after the closing and lost the public entities as clients for reasons unrelated to any breach by defendants. For example, the Pismo Beach and Arroyo Grande curbside recycling contracts were on a month to month term, and both of them came up for bid in 1999. Shipley's bid was deficient (Ex. 306) and the contracts were awarded to another company. The garbage hauling contract with Cal Poly was also lost based on a failure to submit a timely bid. Additionally, the Morro Bay curbside recycling and green waste contract was described by Shipley as unprofitable. (Ex. 252) As a result, Shipley negotiated a new contract at a better rate, but later failed to submit a bid when the term of his second contract expired in December 2001. (Exs. 252, 253)

Plaintiffs likewise operated under a contract with the Cambria Community Services District until 2001, when Shipley sought a new contract at a higher rate. (Exs. 315, 318) The District responded within a week by putting Shipley on notice that he was in default and that it was terminating the contract. (Ex. 319) Shipley responded the same day accepting the termination. (Ex. 320) Notably, Shipley did not tell the District that the contract had not been transferred to him or that the District should notify Kim Aslanidis of the termination. He accepted the termination "unequivocally and without hesitation." (Ex. 320)

Plaintiffs also operated the Guadalupe contract until June of 2001, when Shipley wrote a letter advising city officials that Plaintiffs were losing $10,000.00 a month on the City contract (Ex. 363), and that he was going to suspend performance of the hauling contract. (Ex. 216) Thereafter, the City suspended Shipley's authorization to collect

waste. (Ex. 216) In short, there is an evidentiary disconnect between plaintiffs' allegations regarding loss of these contracts and the evidence that was actually produced at trial.

Relatedly, until they filed a lawsuit in January 2004, Plaintiffs never contended that defendants had failed to transfer the public entity contracts. To the contrary, in September 2000, Shipley wrote a letter to the Morro Bay City Attorney explaining the time-line of the purchase and acknowledged that he had investigated everything about the RALCCO companies, had a full understanding of where the companies were "financially, operationally, and legally," and that in April 2000 they "did the deal." (Ex. 244) Shipley also provided Morro Bay with an "Acknowledgment of Transfer of Ownership" stating that the closing date had occurred and that all assets and liabilities set forth in the APA had been transferred. (Ex. 245) Shipley acknowledged purchasing the assets of RALCCO in letters to other third parties. (Ex. 285)

Given Shipley's experience, the status of the negotiations in April 1999, the fact that plaintiffs actually operated these contracts and failed to raise the transferability problem until 2004, the Court concludes that plaintiffs either were actually aware, or should have been aware, that the public entity contracts were non-transferable by their terms and that Defendants could not transfer them.[2]

2. PLAINTIFFS DID NOT PROVE THEIR CLAIMS REGARDING MATERIAL ENVIRONMENTAL ISSUES

Although Plaintiffs allege that several important environmental problems were concealed or misrepresented by defendants prior to the closing, plaintiffs were unable to prove any of these allegations by a preponderance of the evidence.

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[2] Whatever the Asset Purchase Agreement may say about these contracts, a condition precedent may be waived by the party for whose benefit the condition was created. *Galdjie v. Darwish* (2003) 113 Cal.App.4th 1331, 1339. The failure of a condition does not excuse performance of a contractual obligation if the condition has been waived. *Pease v. Brown* (1960) 186 Cal.App.2d 425, 429. Plaintiffs waived any condition of public entity contract transfers by going forward with their purchase, acknowledging that the transaction had closed, and failing to raise any of these issues prior to filing suit.

In 1997, for example, investigators with the Department of Toxic Substances Control visited Kim Aslanidis and left their interview believing that she knew little about the business and was very stressed over the passing of her husband. The upshot of the DTSC investigation was that, due to insufficient evidence of buried drums, no charges were ever filed, no penalties were assessed, and jurisdiction was transferred to the County Health Department.

With respect to the Cold Canyon Landfill incident, Plaintiffs were aware of this incident prior to the closing date and it did not cause them to sustain any damages. (Exs. 300, 301) Further, it was fires occurring at 801 Ralcoa in June 1999 (after the sale), not the Cold Canyon Landfill incident, that resulted in the 1999 County Cleanup Order. (*See* Ex. 63).

Still other purported violations raised by Plaintiffs related to a separate facility, known as Mesa View. Defendants did not receive any further inspection reports noting a violation prior to the sale. (*See* Exs. 111 and 112 noting the presence of Manuel Negrete of San Luis Obispo County Environmental Health Department). The Stipulated Order of October 15, 1999 (that Worrell testified resulted from the fires after the sale) does not reference any open violation from 1998. (Ex. 259) Defendants did not have an "ongoing violation" to report at the time of the sale.

Plaintiffs' position that Defendants were required to specifically disclose any and all previous environmental issues is not supported by the language of the contract. (*See* Ex. 2 section 3.1.22). Plaintiffs have not shown that defendants failed to disclose "open" environmental violations. Further, Plaintiffs had reasonable access to Defendants' files and conducted substantial due diligence in conjunction with BFI. Plaintiffs have not proven a material breach of the APA or fraud for failure to disclose any environmental issues.

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3. PLAINTIFFS DID NOT REASONABLY RELY ON ANY ALLEGED NONDISCLOSURES

Reliance is an essential element of a cause of action for fraud. *Doctor v. Lakeridge Construction Company* (1967) 252 Cal.App.2d 715, 718. Even if it is assumed that a false representation is made with intent to deceive, a plaintiff alleging fraud must show reasonable reliance on that misrepresentation. *Id*. at 720. "Reliance exists when the misrepresentation or non-disclosure was an immediate cause of the plaintiff's conduct which altered his or her legal relations, and when without such misrepresentations or nondisclosure he or she would not, in all reasonable probability, have entered into the contract or other transaction." *Alliance Mortgage Company v. Rothwell* (1995) 10 Cal.4th 1226, 1240.

As stated, plaintiff Shipley is an experienced business person skilled in such purchase transactions. Shipley himself performed due diligence research and reviewed the disputed contracts. He inspected the RALCCO equipment and prepared an extensive survey listing the type, location, and operational status of the major items. (Ex. 243) He also relied in significant part on the due diligence performed by BFI, a large conglomerate experienced in the purchase, operation and sale of solid and hazardous waste transportation and disposal businesses.

In the period leading up to April 1999, plaintiff Shipley negotiated a very substantial reduction to the purchase price ($500,000) based upon voluminous operational issues he discovered during the due diligence period. Nevertheless, he went forward with the transaction because "there was a lot of money out there" and he believed "these are entrepreneurial problems for entrepreneurial solutions." In other words, Shipley willingly accepted the business risks posed by the less-than-certain public entity contracts and the normal environmental problems that one could expect to find in a garbage collection, storage and recycling business.

The Court rejects any suggestion that Shipley continued to rely on any oral representations of Defendants that are alleged to have been made after the disclosures

listed in Exhibit 2.1. Plaintiffs have not proved by a preponderance of the evidence that they reasonably relied on any misrepresentations allegedly made by defendants.

4. PLAINTIFFS HAVE NOT PROVED THEIR DAMAGES

Plaintiffs failed to prove their damages by a preponderance of the evidence. Generally speaking, plaintiffs' evidence with respect to damages was speculative and based solely on limited information provided by plaintiff Shipley and one of his employees. This evidence does not carry plaintiffs' burden of proof.

Plaintiffs failed to meet their burden of proof for seeking lost profits. *A Resort Video Limited v. Laser Video, Inc.* (1995) 35 Cal.App.4th 1679, 1700. Plaintiffs failed to prove the actual profitability of the contacts for purposes of the calculations by plaintiff's expert witness. (*See*, e.g., Exs. 236, 252, 318, 363) Plaintiffs' expert based his opinion of damages solely on plaintiff Shipley's subjective belief of what Shipley believed the contracts should have been worth, as well as some purported 1997 financial information for the RALCCO companies. An expert is only is persuasive as the underlying information allows him to be. These estimates of "lost profits" are speculative.

Plaintiffs also failed to prove by a preponderance of the evidence that the liens and judgments later obtained by various creditors against plaintiffs' business are attributable to defendants. Although plaintiffs tried to show that the judgments resulted from pre-sale debts, Plaintiffs produced insufficient evidence to show that defendants are responsible for the judgments.

The IRS liens suffer from a similar problem. Plaintiffs' failed to prove by persuasive evidence that the amount of the liens against Shipley resulted from improper actions taken by the Defendants. (*See*, e.g., Exs. 119, 180 and 181) In fact, amounts listed as owed for each quarter in Exhibit 119 do not match up with the amounts listed for the same quarters in the tax liens. For example, the amount shown as owing for the first quarter of 1999 in Exhibit 119 is $23,726.02, whereas the amount shown for the

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first quarter in Exhibit 181 is $19,786.64. Shipley also admitted that he continued to use the Aslanidis Corporation tax identification number after the sale. [3]

C. DEFENDANTS' ACTION ON THE PROMISSORY NOTES AND CONTRACTS IS NOT TIME BARRED

In February through June 2001, plaintiff Shipley made two "note" payments totaling $1,997.19 and $3,934.68 (less rent payments included in the larger check) (Ex. 475). Not only is there a notation expressly identifying the note payments in Exhibit 475, but under cross-examination, Shipley specifically admitted that at least two such note payments under the APA were made at that time. Such payments constitute an acknowledgment of the debt and start the running of a new statute period under Civil Code §§337 and 360. *Young v. Sorenson* (1975) 47 Cal.App.3d 911, 914. Defendants' cross complaint is timely because it was filed within four years of plaintiffs' APA note payments in 2001. Thus, defendants may bring suit to recover under the APA and the notes. [4]

D. DEFENDANTS/CROSS-COMPLAINANTS HAVE PROVED THEIR BREACH OF CONTRACT CLAIMS

Market Target Research, Inc. executed the APA, which states that it was to be secured by promissory notes held by Kim Aslanidis. (Ex. 2 Page 48) The promissory notes were executed by Greg Shipley "individually and on behalf of Market Target Research" (Plaintiffs' Fifth Amended Complaint 2:25-3:1, 5:19-20). Having entered into contractual obligations vis-a-vis the APA and two Promissory Notes, plaintiff

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[3] Although plaintiffs sued Anna Aslanidis for defamation and slander of title, they have not proved any damages flowing from an alleged UCC Statement filed by her. Nor have they proved that she was a director, officer or shareholder of the RALCCO corporations. Moreover, although Plaintiffs' Fifth Amended Complaint requests punitive damages against Kim Aslanidis and Anna Aslanidis, Plaintiffs did not prove entitlement to an award of punitive damages.

[4] Although the Court does not need to reach the question, it is also possible that the promissory notes are subject to a six year statute of limitations under Commercial Code §3118. *Cadle Company v. Worldwide Hospitality Furniture, Inc.* (2007) 144 Cal.App.4th 504, 514 fn. 8.

Market Target Research, Inc. failed to pay as required by the contract except, as noted, for a brief series of payments made by Shipley in 2001.

Cross-Complainants' damages under the contract are the amount due under the purchase agreement, $488, 654.00, less the two payments made, $4,133.87, multiplied by 7% interest under the notes over nine years (calculated from May 1, 1999 to the present.)

Cross-complainants did not prove by a preponderance of evidence that plaintiffs are responsible for the waste on 801 Ralcoa (*compare* Exs. 377, 388, 389, 450, 452 with Ex. 138). In particular, the evidence submitted in order to prove expenditures by cross-complainants is sketchy. See Exhibit 644 (summary of alleged RALCCO cleanup expenses as interpreted by Anna Aslanidis, paid in cash with no reference to any cleanup expenses). Nor, for similar reasons, are cross-complainants entitled to unjust enrichment for lost use of 801 Ralcoa.[5]

IV. CONCLUSION

Based upon all of the evidence presented at trial, the Court concludes that plaintiffs have not carried their burden of proving their claims by a preponderance of the evidence. Further, plaintiffs' claims are time barred. Judgment shall be entered on behalf of defendants and against all plaintiffs.

The Court also concludes that the cross-complainants have carried their burden of proving a breach of contract claim. Further, the cross-complainants' claims are not time barred. Judgment shall be entered on behalf of cross-complainants and against cross- defendants Shipley and Market Target Research only.

This Proposed Statement of Decision will become the Statement of Decision unless, within ten (10) days, any party specifies controverted issues or proposes matters not covered in the Proposed Statement of Decision. *See* CRC Rule 3.1590(c). Any

[5] Cross-complainants also did not prove the operation of a joint venture sufficient to hold any non-signatories responsible for their contract damages or payments on the notes.

pleading that specifies controverted issues or proposals, if any, shall be kept to less than fifteen (15) total pages, shall use appropriate formatting and font size as provided by the Rules of Court, and shall not re-argue the case. No abbreviations, charts, or additional exhibits will be allowed or considered. A courtesy copy of any such pleading should be e-mailed to opposing counsel and the court clerk when served.

In the event that any party specifies controverted issues or proposes matters not covered in the Proposed Statement of Decision, the responding party shall have 10 days from the date of service of the initial pleading to file a Response. Any Response shall be less than fifteen (15) total pages, shall use appropriate formatting and font size as provided by the Rules of Court, and shall not re-argue the case. No abbreviations, charts, or additional exhibits will be allowed or considered. A courtesy copy of any such responsive pleading should be e-mailed to opposing counsel and the court clerk when served.

DATED: December 18, 2008

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CHARLES S. CRANDALL
Judge of the Superior Court